

**UNITED STATES GOVERNMENT
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 27**

CUSA PRTS, LLC d/b/a POWDER
RIVER TRANSPORTATION SERVICES,

Employer,

and

Case 27-RC-8403

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL UNION #190,

Petitioner.

DECISION AND DIRECTION OF ELECTION

On August 19, 2005, Petitioner, International Brotherhood of Teamsters, Local Union # 190, filed a petition under Section 9(c) of the National Labor Relations Act, seeking to represent certain employees of the Employer employed at 6830 Commercial Avenue, Billings, Montana 59101. Michael T. Pennington, a hearing officer of the National Labor Relations Board, conducted a hearing on September 9, 2005. Following the hearing, the Employer filed a timely brief.

The sole issue to be resolved in this case relates to the scope of the appropriate bargaining unit.¹ The Petitioner seeks to represent only those

¹ During the course of the hearing, both parties indicated that there were no supervisory issues to be addressed by the hearing and no specific evidence was presented by either party relative to the supervisory status of any individual. At the conclusion of the hearing, Petitioner generally asserted that it had some concerns that lead drivers who work at various locations (including employees John Welch and Jeff Harr) should be excluded from the unit as statutory supervisors. The Employer contended that the lead drivers were not statutory supervisors. While certain cursory representations about the duties of the lead drivers were then stated on the record, the exact status of the lead drivers (including Welch and Harr) has not been sufficiently developed in the record to enable me to render a decision as to whether or not the lead drivers are supervisors

employees working at or from the Employer's facility in Billings, Montana. The Employer contends that, because of the functional integration of its operations, the petitioned-for unit is not appropriate and an election must be directed in a unit that includes employees working at or out of all 12 of the Employer's locations. For the reasons enunciated below, I conclude that the petitioned-for unit is not appropriate and that the only appropriate unit must include all 12 of the Employer's locations.

Under Section 3(b) of the Act, the Board has delegated its authority in this proceeding to me. Upon the entire record in this proceeding, I find:

1. The hearing officer's rulings made at the hearing on September 9, 2005, are free from prejudicial error and are hereby affirmed.

2. The parties stipulated, and I find, that the Employer is engaged in commerce within the meaning of section 2(6) and (7) of the Act and that it is subject to the jurisdiction of the Board. Specifically, the Employer is a Wyoming corporation engaged in the business of providing interstate transportation of passengers and freight by bus and van. During the past 12 months, the Employer derived gross revenues valued in excess of \$50,000 from such operations.

3. The parties stipulated, and I find, that Petitioner is a labor organization within the meaning of Section 2(5) of the Act.

within the meaning of Section 2(11) of the Act. Accordingly, I shall permit the lead drivers to vote, subject to challenge by either party.

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.

5. It is appropriate to direct an election in the following unit of employees:²

INCLUDED: All full-time and part-time bus and van drivers, mechanics, and washers employed by the Employer.

EXCLUDED: All office clerical employees, guards, and supervisors as defined by the Act.³

STATEMENT OF THE CASE

A. Facts

The Employer is a Wyoming corporation engaged in the business of providing transportation services to its customers in Wyoming, Colorado, and Montana. The Employer maintains its corporate headquarters in Gillette,

Wyoming. The Employer's transportation services include using buses and vans to transport customers and goods. This is done through the following business operations, which will be discussed below: (1) operating regularly scheduled bus

² The Petitioner refused to state a position on the record regarding its willingness to proceed to an election in a unit different from that for which it petitioned. Although the unit found appropriate herein is significantly larger than that sought by the petition, in the absence of an indication to the contrary, it must be assumed that the Petitioner is willing to proceed to an election in any unit determined to be appropriate.

³ The parties stipulated that the fuelers, hostlers, and parts runners included in the petitioned-for unit were not employees of the Employer and that those individuals worked for contractors with whom the Employer did business.

transportation routes; (2) providing contract services to individual clients to transport employees or customers to and from set locations; (3) providing charter services and sightseeing services on a sporadic and/or scheduled basis; (4) transporting freight to and from all locations within the geographic area in which the Employer operates.

Currently, the Employer has employees working in the following locations, numbers, and job classifications set forth below:

<u>Location</u>	<u>Drivers</u>	<u>Others</u>
Gillette, WY	40	9 Mechanics, 8-9 Bus Washers
Cody, WY	7	
Casper, WY	4	
Cheyenne, WY	6	
Rock Springs WY	2	
Newcastle WY	5	
Douglas, WY	12	
Billings, MT	24	1 Mechanic, 1 Bus Washer
Red Lodge, MT	4	
Livingston, MT	8	
Big Timber, MT	1	
Denver, CO	2	

Scheduled bus service, which consists of the transporting ticketed passengers from one location to another, is provided by the Employer between certain locations within Wyoming, Montana, and Colorado. The Employer's

operation is interconnected with other bus companies such as Greyhound and Trailways. The Employer operates scheduled line work and shuttles in Billings, MT; Cheyenne, WY; Denver, CO; Gillette, WY; Casper, WY; and Douglas, MT; Cody, WY; and Rock Springs, WY.

The Employer allows drivers from all locations to bid on scheduled line “runs” wherever they occur. Generally, drivers bid on the locations nearest their homes, because, unlike other bus companies who may have drivers on the road for an extended period of time, the Employer arranges its scheduled runs so that drivers are generally able to return to their homes each evening. The Employer accomplishes this by having drivers “swap buses” at various locations throughout the geographic territory that the Employer services. As an example, a driver from Billings, who is driving a scheduled run to Denver, will meet up with the driver, who is simultaneously driving a scheduled run from Denver to Billings. The swapping of buses could take place at any of several locations along the way depending on the particular route that is being taken. The driver from Billings would then take the bus that originated in Denver and complete the trip to Billings. The driver from Denver would take the bus that originated in Billings and drive it to Denver. In this manner, the routes are completed as scheduled, passengers are not required to de-board their bus, and both drivers are able to return to their homes in the evening.

Similar swapping of buses takes place numerous times each day on many of the Employer’s routes. Because of this swapping procedure, on certain days, drivers may come into contact with a number of drivers from other locations. At

times, completing a single scheduled route will involve swapping of buses between drivers at several locations along the route. In addition to swapping buses, drivers are expected to share information about road and weather conditions and to communicate with one another regarding anything that might impact the Employer's service to customers. On rare occasions, when a driver becomes ill or some other unexpected event occurs, a driver may make the entire run. In that event, the driver will be paid expenses until he/she is able to return home.

The bus swapping procedure is also used throughout the Employer's operation to facilitate bus maintenance and cleaning. Drivers regularly swap buses along the pre-set scheduled routes and then return an empty bus to the Gillette or Billings locations where the Employer's maintenance and bus cleaning operations are located. At the Gillette headquarters location, drivers from other areas will generally meet up with drivers who are either assigned at Gillette or who are temporarily at the Gillette location to also drop off buses in need of maintenance. The record is undisputed that this interaction in Gillette between drivers from various locations occurs on a regular basis.

Drivers from one location may bid on the scheduled runs at other locations, although that generally happens only when the scheduled driver is unable to make the run because of illness, vacation or for some other reason. The Employer will generally try to fill an available scheduled line run with a driver from the same location before it opens the run up to outside bids. Drivers on the scheduled line are paid based on the set amount which is allowed for that

particular run and the rate remains the same, regardless of the location from which the driver originates.

Contract bus and van service is also provided by the Employer for customers who seek contracted runs over an extended period of time. This portion of the Employer's business operation generally involves contracting with customers who need to transport employees to work at mines or to transport customers to gambling casinos. The Employer has regularly scheduled contract work out of Billings, Red Lodge, Livingston, and Big Timber, MT, and out of Gillette, Douglas, and Newcastle, WY. Less frequent contract work is also done out of Casper, WY.

The contracts for this type of service are negotiated at the Gillette headquarters location, regardless of where the contract work is to be performed. General Manager Greg Worthen generally negotiates these contracts, but on occasion he is assisted in negotiations by the Employer's Charter and Tour Manager, Ed Powers. Compensation for drivers doing contract work is included in the bid prepared by the Employer for the charter customer. The contract drivers are paid by the hour or by the mile. If the contract involves a full-time schedule, the Employer may hire a new driver specifically for the new run. If a contract driver is unable to drive his scheduled run, another driver from the same location will be offered the position. If there is no driver from the same location available or willing to take the run, a driver from another location will be chosen. As was the case with scheduled bus service, drivers from any of the Employer's

locations may bid on contract work, regardless of where that work will be performed.

Bus charter service is also provided by the Employer as part of its business operation. These bus charters fill a specific need for an individual customer and may involve an extended trip or an afternoon outing. The customer will indicate the location to be visited, the number of passengers to be transported, and other details for the charter service. The Employer will then bid the work based on the criteria given by the customer. All charters are negotiated by Charter and Tour Manager Powers, and he is responsible for finalizing arrangements for all locations.

Charter work is done at all the Employer's locations and is assigned to drivers based on their proximity to the particular location of the run. On occasion, a customer will ask for a specific driver, and the Employer will try to comply with that request. Charter drivers are paid by the hour, the day, or by the number of miles driven, depending upon the terms of the charter. The manner of payment for charter drivers is consistent throughout the Employer's locations. If a scheduled charter driver is unable to make the run, another driver from the same location will be sought. If no other driver is available from the same location the Employer will seek a driver from the closest geographic location. Drivers from one location regularly perform charter runs originating in other locations, and, when they do so, the Employer pays them a per diem rate to cover their expenses. Charter drivers receive additional training in areas of customer service and managing their lives while they are away from home. This training is

the same for all employees. Bidding on charter runs is voluntary and drivers are not disciplined if they decline to take a run out of their specific location.

Sightseeing tours, where the drivers may also serve as tour guides, is another service offered by the Employer. Customers purchase tickets to participate in such tours at a point of sale location or on the internet. Most of the Employer's sightseeing operations are based out of Cody, Wyoming, which is close to Yellowstone National Park. The training the drivers receive for such bus and van tours is the same throughout the Employer's operation. Drivers from any location may bid on the sightseeing tours, although they are most often assigned based on geographic proximity to the specific area where the sightseeing is to occur.

Freight services, which generally consists of customers dropping off packages at a depot location and having a driver on a scheduled route pick up the packages and deliver them to locations along his route, are also part of the Employer's business operation. All of the Employer's locations do freight work except Big Timber and Livingston, MT, where such work is handled as part of a contract, not on an individual delivery basis. None of the drivers are limited to doing only freight work, and any freight work performed by a driver is simply added on to the drivers existing work schedule.

There are approximately 560 miles between the Employer's most geographically separated locations, Billings and Denver. The distance between other locations varies. Because of the distance between Billings and other

locations, drivers are not required to travel to Billings to accept runs at that location. However, on a monthly basis, drivers routinely volunteer to accept such routes. By way of example, since January 2005, of the 75 charter runs originating out of Billings, 17 were driven by drivers from other locations. With respect to scheduled runs, drivers from other locations come to Billings several times a month to fill in for drivers who were unable to perform their scheduled run for various reasons. Drivers who volunteer to take scheduled runs in Billings primarily come from Gillette, Cheyenne, and Cody, WY; however, drivers from other locations volunteer for Billings scheduled runs on occasion. Billings-based drivers also volunteer to take scheduled runs for drivers in other locations. In that regard, the record reflects that drivers from Billings cover so many runs for drivers in Red Lodge, MT, that the Employer has set up a pay scale to compensate the drivers from Billings for their driving time to Red Lodge..

B. Employer's Organizational structure.

Greg Worthen, the Employer's General Manager, is responsible for overseeing the Employer's day-to-day operations in all respects and has final responsibility for the Employer's budget⁴, maintenance, administration, personnel matters⁵, safety, training⁶ and all other Employer policies. To assist him in

⁴ The Employer's budget is done on an Employer-wide basis and is broken down by department, not by specific location.

⁵ Applications for employment are identical regardless of location. Normally, these are sent to corporate headquarters in Gillette where Worthen typically gives final approval for hiring after the applicant's driving record and other references are checked.

⁶ All initial employee training is done at the Gillette location. For subsequent training, drivers come to Gillette unless there are a large number of employees at one location who need training on a particular subject. In that case, the Employer may chose to send the training manager to a

fulfilling the Employer's goals in regard to these various areas, Worthen has various department managers who report directly to him. All of these managers work out of the Gillette location.

Worthen makes all final decisions as to termination of employment. While a verbal correction may be issued by the lead driver at various locations if the incident that gave rise to the verbal warning is very routine, a manager in Gillette is consulted before any actual discipline is given.

Worthen may also be involved in resolving significant customer service issues. As a general rule, the depot manager will handle less serious complaints, while more serious complaints are routed to the manager in Gillette headquarters who oversees the particular area of the Employer's operation which generated the complaint. If the complaint is one that might result in discipline of a bus or van driver, Worthen is normally involved. If Worthen is unavailable in a disciplinary circumstance, another manager from Gillette becomes involved. Some customer service issues are handled by Worthen when he visits the various Employer locations. Such visits are made on a regular basis. For example, Worthen testified that he visits the Billings location at least once a month and that these visits may last several days.

Worthen also oversees the arrangements for Employer events such as the annual Christmas party and bus rodeo. These events are open to all employees and are widely attended. The Employer also schedules various meetings in

specific location. Training consists of both classroom training and over-the-road training and is based on the employees' level of experience.

Gillette, which all drivers are encouraged to attend. Worthen conducts these meetings with help from other managers.

Rhonda King, the Employer's Office Manager and Comptroller, is responsible for all administrative and accounting functions connected with the Employer's entire operation. All employee payroll activity, benefit functions, and personnel matters are handled under King's direction. All employee personnel policies are made available to employees at each location. In addition to her other duties, Ms. King prepares end-of-month closing reports and helps with the Employer's budgeting needs.

Tory Robinson, the Maintenance Manager, is responsible for the overall maintenance of the Employer's fleet of buses and vans. Robinson is also responsible for budgeting within his department and for supervising and overseeing the scheduling of the Employer's mechanics and washers at the Gillette and the Billings locations (which are the only locations where these classifications are employed). The Employer also employs a lead mechanic in Gillette who assists Robinson. The duties of the mechanics and bus washers in Gillette and Billings are basically identical, although the smaller size of the Billings operation limits the repairs that can be done at that location. As noted above, with the exception one mechanic and one washer employed in Billings, the remaining employees in those classifications are employed at the Gillette headquarters. The record reflects that Robinson interacts on a daily basis with the single mechanic in Billings.

Don Hahn, the Employer's Bus Operations Manager is responsible for the overall operations of the Employer's fleet of vehicles. In addition, he handles many of the day-to-day operations at the Gillette location, including the scheduling of buses and drivers. Hahn also performs this work throughout the Employer's operations as needed, although he normally relies on the lead drivers at other locations to do the initial scheduling.

Ed Powers is the Employer's Charter and Tours Manager. He is responsible for overseeing the Employer's charter operation and coordinating charter schedules and drivers. Powers performs his duties at all locations providing charter services, which currently includes a majority of the Employer's locations.

Lonnie Meidinger is the Employer's Bus Line Operations Manager. He is responsible for the overall bus line operations of the Employer, which includes setting up the Employer's scheduled line runs, regardless of their location. Meidinger also oversees freight operations for all the Employer's locations. He is responsible for scheduling freight drivers who are either paid for the time it takes to transport the package or who are paid a set amounts for a specific package.

Hank Bayne is the Employer's Business Operations Manager at Billings, where he is responsible for the daily operations at that location. He reports directly to Don Hahn and Greg Worthen. Bayne has some authority to discipline drivers at the Billings location; however, other corporate managers may be involved depending on the seriousness of the incident involved. Bayne also

interviews drivers for the Billings location and makes recommendations for hire that are typically followed.

There is currently an opening for the Safety and Training Manager. The Assistant Safety and Training Manager position is currently occupied by Jamie Jensen who is responsible for all safety training done by the Employer.

ANALYSIS

It is well settled that single facility units are presumptively appropriate. See, **Groendyke Transport**, 171 NLRB 997 (1968); **Alterman Transport Lines**, 178 NLRB 122 (1969); and **Wayland Distributing Co.**, 204 NLRB 459 (1973). However, this presumption is subject to rebuttal, and each case must be evaluated in consideration of the general principles applicable to multi-location units. In **Trane, an operating unit of American Standard Companies**, 339 NLRB 866 (2003), citing **R & D Trucking, Inc.**, 327 NLRB 531 (1999), **J & L Plate, Inc.**, 310 NLRB 429 (1993), and **Cargill, Inc.**, 336 NLRB 1114 (2001), the Board listed the community of interest factors which bear on a determination as to whether the single facility presumption has been rebutted. Specifically, the Board enumerated the following relevant factors: “(1) central control over daily operations and labor relations, including the extent of local autonomy; (2) similarity of employee skills, functions and working conditions; (3) the degree of employee interchange; (4) the distance between the locations; and (5) the bargaining history, if any exists.”

In addition to re-stating the community of interest factors relevant to whether the single facility presumption has been rebutted, the Board also held:

With respect to unit determinations regarding employees at a single versus multi-location unit, the Board has long held that a petitioned-for single-facility unit is presumptively appropriate unless it has been so effectively merged into a more comprehensive unit, or is so functionally integrated that it has lost its separate identity. **J & L Plate, Inc.**, 310 NLRB 429 (1993). The party opposing the single-facility unit has the heavy burden of rebutting its presumptive appropriateness.

However, in **Trane**, the Board went on to state that it:

... has never held or suggested that to rebut the presumption a party must proffer 'overwhelming evidence . . . illustrating the complete submersion of the interests of employees at the single store,' nor is it necessary to show that 'the separate interests' of the employees sought have been 'obliterated.' **Petrie Stores Corp.**, 266 NLRB 75, 76 (1983).

The Board engages in a case-by-case balancing test between the five factors cited above to determine whether the single facility presumption has been rebutted. In this regard, the Board in **Waste Management of Washington, Inc.**, 331 NLRB 309 (2000), in reversing a Regional Director's decision and finding that the single plant presumption had been rebutted stated:

We find that the functional integration of the Employer's operations; centralized control over personnel and labor relations policies; lack of local autonomy and common supervision of employees at both locations, identical skills, duties and other terms and conditions of employment; and the evidence of interaction and coordination between these two groups outweighs two factors which would favor the single-facility presumption – the 42-mile geographical distance between the two locations and the Employer's failure to introduce relevant affirmative evidence demonstrating more than minimal interchange. [Citations omitted.]

Based on the record evidence, I conclude that the Employer has met its burden of rebutting the presumption favoring single facility units, and I shall direct an election in the multi-location unit proposed by the Employer. Initially, I note

that the factors regarding similarity of employee skills, functions, and working conditions, fully support a finding that the single facility presumption has been rebutted. In this regard, there is no dispute that the employees at all the Employer's 12 locations share identical benefits, pay rates, and other terms and conditions of employment. In addition, they perform the exact same duties for the Employer at all locations.

With regard to the degree of employee interchange, I also conclude that the evidence supports a finding that the single facility presumption has been rebutted. Even though there is substantial geographic distance between many of the Employer's 12 terminals, employees at various locations routinely bid on work originating at other sites. Indeed, despite these geographic distances, the evidence established that in just one portion of the Employer's operation - charter work - drivers from other locations were the successful bidders on approximately 23% of all charter runs handled by the Billings location.

Although in many industries, the distance between the Employer's locations would militate against a finding of significant interchange among employees, the very essence of the transportation business at issue in this proceeding is covering long distances. I conclude that the Employer has successfully reduced the impact that such distance might have on the viability of a multi-location unit by its extensive bidding process and by the comprehensive bus swapping components of its operation.

As to the bidding process, in **R&D Trucking**, supra at 533, in reversing the Regional Director and finding that the single facility presumption had been

rebutted, the Board in part relied upon the fact that work at one location was offered to employees at another location through a bid procedure. The bid system in effect in **R&D Trucking** was similar to that in place in the Employer's operation now under consideration. In **Cargill**, supra, in finding that the presumption had not been rebutted, the Board stated, "There is no evidence of permanent transfers of employees between facilities, and employees at one facility do not bid on job openings at the other facility." In contrast, in the instant case, such bidding is encouraged and occurs frequently.

In addition, the evidence establishes that interchange between drivers on the various scheduled routes is essential to the Employer's business operation and goals. The swapping of buses that occurs on a daily basis between drivers whose runs originate at the various Employer locations (including Billings) is intended to meet a number of the Employer's business goals (including having drivers return to their homes each night). Regardless of the business reasons for having its drivers swap buses, the record is not in dispute that this policy plays an integral part in the Employer's daily business operation. Thus, the record is clear that the Billings-domiciled drivers typically require the assistance of co-workers from other locations to complete their basic work assignments each day.

As to central control over daily operations and labor relations, including the extent of local autonomy, I conclude that, while there is no dispute that certain of the day-to-day operations at the Billings location are overseen by Billings Operations Manager Bayne, this is outweighed by the other factors discussed above that favor a finding that the single location presumption has

been rebutted.⁷ Moreover, the evidence establishes that there is a high degree of central control over labor relations policies and procedures exercised by the Gillette corporate office, including significant control over hiring of employees, disciplining employees, training, and all other aspects of the Employer's operation. I further note that many traditional supervisory functions have been proscribed by the Employer's corporate policies and procedures. As noted, all labor relations policies, safety directives, and other policy matters concerning the operation of the business originate from the managers in Gillette. Further, all wage rates, benefits, and other employee terms and conditions of employment that affect many of the vital areas of interest to employees, are set at the corporate level.

The final factor to be analyzed, labor relations history, is neutral on the issue of whether a single location or multi location bargaining unit is warranted. In this regard, there is no history of collective bargaining involving the petitioned-for employees.

There are approximately 114 employees in the unit.

⁷ In numerous cases the Board has found that the single facility presumption has been rebutted, notwithstanding separate on-site supervision. See, e.g., **Neodata Product/Distribution, Inc.**, 312 NLRB 987 (1993); **Queen City Distributing Co., Inc. t/a Sol's**, 272 NLRB 621 (1984); **Ohio Valley Supermarkets, Inc. d/b/a Point Pleasant Foodland**, 269 NLRB 353 (1984); and **Petrie Stores**, *supra*.

DIRECTION OF ELECTION⁸

An election by secret ballot shall be conducted by the Undersigned among the employees in the Unit found appropriate at the time and place set forth in the Notice of Election to issue subsequently, subject to the Board's Rules and Regulations.⁹ Eligible to vote are those in the unit who were employed during the payroll period ending immediately preceding the date of the Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike which commenced less than 12 months before the election date, employees engaged in such a strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Those in the military services of the United States Government may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof

⁸ Because the unit found appropriate is larger than that sought by the Petitioner and because the showing of interest currently provided is inadequate to support an election in the broader unit determined, I will accord the Petitioner a period of fourteen days in which to submit the additional showing of interest necessary to support an election in the unit found appropriate. In the event the Petitioner fails to submit a sufficient showing of interest within the time allowed, the petition will be dismissed, unless it is withdrawn. Should the Petitioner not wish to participate in an election in the unit found appropriate herein, it may withdraw its petition, without prejudice to refiling a petition for the larger unit determined to be appropriate.

⁹ Your attention is directed to Section 103.20 of the Board's Rules and Regulations. Section 103.20 provides that the Employer must post the Board's Notice of Election at least three full working days before the election, excluding Saturdays and Sundays, and that its failure to do so shall be grounds for setting aside the election whenever proper and timely objections are filed. Please see the attachment regarding the posting of election notice.

and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by:

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,

LOCAL UNION #190

LIST OF VOTERS

In order to ensure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties in the election should have access to a list of voters and their addresses which may be used to communicate with them. **Excelsior Underwear, Inc.**, 156 NLRB 1236 (1966); **NLRB v. Wyman-Gordon Company**, 394 U.S. 759 (1969); **North Macon Health Care Facility**, 315 NLRB 359 (1994). Accordingly, it is hereby directed that within seven (7) days of the date of this Decision, two (2) copies of an election eligibility list containing the **full** names and addresses of all the eligible voters shall be filed by the Employer with the Undersigned, who shall make the list available to all parties to the election.¹⁰ In order to be timely filed, such list must be received in the Regional Office, National Labor Relations Board, 700 North Tower, Dominion Plaza, 600 Seventeenth Street, Denver, Colorado 80202-54533 on or before **October 19, 2005**. No extension of time to

¹⁰ The list of voters shall be made available to the Petitioner when, and if, an adequate showing of interest has been established among the employees in the Unit found appropriate.

file this list shall be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the requirement here imposed.

RIGHT TO REQUEST REVIEW

Under the provision of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, DC 20570. This request must be received by the Board in Washington by **October 26, 2005**. In accordance with Section 102.67 of the Board's Rules and Regulations, as amended, all parties are specifically advised that the Regional Director will conduct the election when scheduled, even if a request for review is filed, unless the Board expressly directs otherwise.

Dated at Denver, Colorado this 12th day of October 2005.

Wayne L. Benson, Acting Regional Director
National Labor Relations Board, Region 27
600 Seventeenth Street
700 North Tower, Dominion Plaza
Denver, Colorado 80202-5433